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trine and hold that even such covenants as are technically broken upon execution and delivery of the deed may be sued on by a remote assignee where the substantial damage occurs during his tenure. See *Mascal's Case,* 1 Leon, 62; *King* v. *Jones,* 1 Marsh, 107, 5 Taunt. 418; *Kingdom* v. *Nottle,* 1 M. & S. 355. For American cases see *Richard* v. *Bent,* 59 Ill. 38, 74 Am. Rep. 1; *Coleman* v. *Lyman,* 42 Ind. 289; *Martin* v. *Baker,* 5 Blkf. (Ind.) 232; *Kimball* v. *Bryant,* 25 Minn. 496; *Chambers* v. *Smith,* 23 Mo. 174; *Dickson* v. *Desire,* 23 Mo. 151, 66 Am. Dec. 661; *Lawless* v. *Colliers,* 19 Mo. 480; *Winningham* v. *Pennock,* 36 Mo. App. 688; *Betz* v. *Bryan,* 39 Ohio St. 320; *Devore* v. *Sunderland,* 17 Ohio 52, 49 Am. Dec. 442; *Backus* v. *McCoy,* 3 Ohio 211, 17 Am. Dec. 585; *Hall* v. *Plain,* 14 Ohio St. 417; *Brisbane* v. *McCrady,* 1 Nott. & M. (S. C.) 104, 9 Am. Dec. 676. This latter doctrine seems to work out more substantial justice since a covenant is not really broken until damages have been suffered.

DEEDS—CONDITION SUBSEQUENT—AGREEMENT TO SUPPORT.—Where a woman, seventy-two years of age, deeded her farm to her son on consideration that he support her, which he failed to do, and later contracted to sell the farm to another, making no provision for her support, it was *Held,* that this was a condition subsequent, and that the grantor could submit to the contract of sale without jeopardizing her right to rescind for breach of the condition. *Gall* v. *Gall* (1905), — Wis. —, 105 N. W. Rep. 953.

While courts are more favorable to covenants than conditions, they usually construe agreements for support, maintenance, etc., of aged people to be conditions in order to hold the promisor to a strict account and guarantee unquestionable care of the promisee. *Richter* v. *Richter,* 111 Ind. 456, 12 N. E. 698; *Soper* v. *Guernsey,* 71 Pa. St. 219; *Tracy* v. *Hutchinson,* 36 Vt. 225; *Glocke* v. *Glocke,* 113 Wis. 303. And as far as the plaintiff having a right to set aside the deed after submitting to a contract of sale by the grantee, the court said: "It was neither advisable nor necessary for her to enter into a contest with the owner of the option." Whatever the law may be the court seem to have rightly drawn this conclusion because of "her patient endurance of the defendant's wrongs." Courts are after all courts of justice though this fact is often placed second to rules of law and logical analysis. *Knutson* v. *Bostark,* 99 Wis. 469.

DIVORCE—ALIMONY—DECREE—MOTION TO VACATE.—The wife was granted a divorce *a mensa et thoro,* custody of the children and separate maintenance. The husband was absent from the state and was not personally served with process. His property in the state was sequestered to enforce the decree. On a petition by the huband asking that the decree be set aside and the bill dismissed, *Held,* that he was not entitled to any relief. *McGuinness* v. *McGuinness* (1906), — N. J. Eq. —, 62 Atl. Rep. 937.

In so far as the decree affected merely the status of the parties it would no doubt be good, at least within the jurisdiction, without personal service. In cases of absolute divorce the decree as to alimony would not be binding upon the husband when he was served with only constructive notice of the suit and the decree would not bind even his property within the state.

Smith v. *Smith,* 74 Vt. 20, 51 Atl. Rep. 1060, 93 Am. St. Rep. 882; *Bunnell* v. *Bunnell,* 25 Fed. Rep. 214; *Rigney* v. *Rigney,* 127 N. Y. 408, 28 N. E. Rep. 405, 24 Am. St. Rep. 462; *De LaMontanya* v. *De LaMontanya,* 112 Cal. 101, 44 Pac. Rep. 345, 53 Am. St. Rep. 165. See also *Pennoyer* v. *Neff,* 95 U. S. 714. The court held, however, that since in this case merely a divorce from bed and board was sought, and the marital status remained as before, the decree of alimony was no more than the enforcement of the husband's duty to support his wife and children and was binding even though the husband was not served with process. No cases are cited, however, to support the decision which would warrant such a distinction. But the court held that the relief sought should be denied upon another ground, that the husband had, by asking relief on the merits as well as on jurisdictional grounds, submitted himself to the jurisdiction of the court, so that all defects were cured. This is true, even though under a special appearance he seeks some relief upon the merits. *Livingston's Ex'r.* v. *Story,* 11 Pet. (U. S.) 351, 9 L. Ed. 746; *Crane* v. *Penny,* 2 Fed. Rep. 187; *Polhemus* v. *Holland Trust Co.,* 61 N. J. Eq. 654, 47 Atl. Rep. 417.

DOWER—RIGHTS OF DIVORCED WIFE.—After having obtained a judgment of separation from her husband in New York, where they were domiciled, the plaintiff removed to Kansas and there secured an absolute divorce on the ground of cruelty, but without personal service or appearance of the husband. *Held,* that she could not claim dower in lands owned by the husband in New York at his death or at the time of the divorce. *Voke* v. *Platt et al.* (1905), — N. Y. —, 96 N. Y. Supp. 725.

There could be no dower in the land acquired by the husband after the divorce since the wife at least was bound by the Kansas decree and where there is no coverture there can be no dower. *Starbuck* v. *Starbuck,* 173 N. Y. 503, 66 N. E. Rep. 193, 93 Am. St. Rep. 631; *Nichols* v. *Park,* 78 N. Y. App. Div. 95, 79 N. Y. Supp. 547; *Kade* v. *Lauber,* 48 How. Prac. 382. It was held that the statutory provision saving the right of dower to the wife when she was plaintiff in the divorce suit was not applicable since the only ground of divorce recognized by the statute was adultery. But see *Van Cleaf* v. *Burns,* 133 N. Y. 540, 30 N. E. Rep. 661, 15 L. R. A. 542. Upon the proposition, however, as to whether in the absence of any statute regulating the question, there is dower in lands owned by the husband at the time of the divorce, the cases in New York are in great conflict. In many cases it has been held that there is dower. *Wait* v. *Wait,* 4 N. Y. 95; *Burr* v. *Burr,* 10 Paige 20; *Forrest* v. *Forrest,* 6 Duer 102; *People* v. *Faber,* 92 N. Y. 146; *Van Cleaf* v. *Burns,* supra. But see contra *Price* v. *Price,* 124 N. Y. 589, 27 N. E. Rep. 383, 12 L. R. A. 359; *Reynolds* v. *Reynolds,* 24 Wend. 193; *Moore* v. *Hegeman,* 27 Hun 68. The general rule in the United States is in accord with the principal case. *Barrett* v. *Failing,* 111 U. S. 523; *Fletcher* v. *Monroe,* 145 Ind. 56; *Calame* v. *Calame,* 24 N. J. Eq. 440. The cases which hold that there is dower in such cases place it upon the ground that it would be unjust to deprive the wife of dower when it was the misconduct of the husband that was the cause of the divorce. It was held in the principal case that